

134 FERC ¶ 61,059
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Jon Wellinghoff, Chairman;
Marc Spitzer, Philip D. Moeller,
John R. Norris, and Cheryl A. LaFleur.

Southern California Edison Company

Docket Nos. ER11-2204-000
ER11-2368-000

California Independent System Operator Corporation

ORDER CONDITIONALLY ACCEPTING NON-CONFORMING LARGE
GENERATOR INTERCONNECTION AGREEMENT AND DENYING MOTIONS TO
CONSOLIDATE

(Issued January 28, 2011)

1. On November 30, 2010, Southern California Edison Company (SoCal Edison) filed, under its transmission tariff, a non-conforming Large Generator Interconnection Agreement (LGIA) among itself as transmission operator, Abengoa Solar, Inc. (Abengoa) as interconnection customer, and the California Independent System Operator Corporation (CAISO). On December 14, 2010, CAISO filed the identical LGIA, as a non-conforming service agreement under its tariff in Docket No. ER11-2368-000. In this order, we conditionally accept the LGIA under both SoCal Edison and CAISO's tariffs, effective, January 30, 2011. We also deny the motions to consolidate this proceeding with certain other proceedings, as discussed herein.

I. The SoCal Edison and CAISO Filings

2. Abengoa applied to CAISO to interconnect its proposed 250 MW solar thermal generating facility (Mojave Solar Project) to SoCal Edison's existing Cool Water-Kramer No. 1 220 kV line at a new SoCal Edison-owned 220 kV substation.¹ Presently, the Cool Water-Kramer No. 1 and No. 2 lines are used solely to provide service to the Cool Water Generating Station. According to SoCal Edison, studies were performed which identified the system modifications and/or additions to SoCal Edison's electrical system that are necessary to interconnect the Mojave Solar Project.

¹ This substation is currently referred to as the Lockhart Substation.

3. Under the proposed LGIA, SoCal Edison will design, procure, construct, own, operate and maintain the interconnection facilities, reliability network upgrades, and distribution upgrades.² Abengoa will pay for these facilities. SoCal Edison estimates the cost of their facilities as approximately \$58.6 million, \$13.7 million and \$1.1 million, respectively. In addition, SoCal Edison will finance the delivery network upgrades of approximately \$350 million.

4. According to SoCal Edison, because the Cool Water-Kramer No. 1 and No. 2 lines are sole source interconnection facilities, they are not under the operational control of CAISO. While the point of change of ownership between SoCal Edison's facilities and Abengoa's facilities will occur at the new Lockhart substation, interconnection to the CAISO controlled grid will be at the Kramer 220 kV substation, which is the western terminus for the Cool Water-Kramer lines. Until SoCal Edison's delivery network upgrades are completed, the Cool Water-Kramer No. 1 line, along with the new Lockhart substation, will remain radial to the CAISO controlled grid following the interconnection of the Mojave Solar Project. As a result of this line remaining radial, SoCal Edison argues that the new Lockhart substation is properly classified as part of SoCal Edison's interconnection facilities. SoCal Edison also notes that prior to the interconnection of the Mojave Solar Project, SoCal Edison and Abengoa will enter into a separate radial lines agreement under which a proportionate share of the charges for Cool Water-Kramer No. 1 and No. 2 lines will be allocated to the Mojave Solar Project.

5. While SoCal Edison anticipates that it can complete the interconnection facilities, reliability network upgrades, and distribution upgrades within twenty-four months in accordance with the LGIA,³ completion of the delivery network upgrades is expected to take seven years. Despite Abengoa's election to have full capacity deliverability status for the Mojave Solar Project, the project will have energy-only deliverability status until the delivery network upgrades are constructed and placed in service.

6. SoCal Edison's commitment to finance the delivery network upgrades is contingent upon: (1) receipt of assurance from the Commission that SoCal Edison may recover 100 percent of its prudently-incurred costs for these facilities if the project is

² These facilities and upgrades are described in Sections 1(b), 2(b)(i), 2(b)(ii) and 3 of Appendix A to the LGIA.

³ LGIA, Article 5.6.3.

abandoned due to circumstances out of SoCal Edison's control (abandoned plant approval);⁴ and (2) continued achievement of the development milestones by Abengoa.⁵

7. In order to effectuate these contingencies, SoCal Edison's proposed LGIA contains some alterations of the *pro forma* LGIA contained in CAISO's tariff.⁶ These altered terms and conditions include: (1) the definition of abandoned plant approval;⁷ (2) SoCal Edison's commitment to pay the up-front cost of delivery network upgrades;⁸ (3) the inclusion of development milestones, including actions to be taken following completion or failure to complete the milestones;⁹ (4) limits on SoCal Edison's commitment to finance the delivery network upgrades necessary for the Mojave Solar Project;¹⁰ and (5) SoCal Edison's commitment to file for abandoned plant approval within sixty calendar days of the execution and filing of the LGIA.¹¹

8. Finally, consistent with a previous order of the Commission,¹² the LGIA contains language that provides that an interconnection customer could face termination charges related to distribution or network upgrades. However, the proposed LGIA also includes

⁴ On December 9, 2010, SoCal Edison filed in Docket No. EL11-10-000 a petition for declaratory order seeking certain rate incentives, including, but not limited to the abandoned plant approval. SoCal Edison asserts that Abengoa will not proceed with the development of the Mojave Solar Project if SoCal Edison does not finance the network upgrades.

⁵ These milestones are set forth in Section 12(d) of Appendix A to the LGIA.

⁶ SoCal Edison states that these alterations to the LGIA have been agreed to by the parties.

⁷ LGIA, Appendix A, Section 7(a). Appendix A to the LGIA defines abandoned plant approval as a FERC final order, not subject to rehearing or appeal, unconditionally granting the Participating Transmission Operator's request for a declaratory order that the Participating TO can recover 100 percent of its prudently incurred costs for the network upgrades if such facilities are abandoned due to circumstances outside of the Participating TO's control.

⁸ LGIA, Appendix A, Section 12(d).

⁹ The milestones appear in Sections 12(d), (e), and (f) of Appendix A to the LGIA.

¹⁰ LGIA, Appendix A, Section 12(h).

¹¹ LGIA, Appendix A, Section 12(i).

¹² SoCal Edison cites *Southern California Edison Co.*, 132 FERC ¶ 61,150 (2010).

additional language specifying that Abengoa will not face termination charges related to any upgrades for which abandoned plant approval has been received.¹³

9. SoCal Edison contends that financing network upgrades is inherently risky¹⁴ because it faces licensing risks as well as the risk that the generator could cancel the project at any time. Therefore, SoCal Edison avers that it must have unconditional cost recovery assurance in the event that the network upgrade is abandoned for reasons outside of SoCal Edison's control. SoCal Edison argues that the provisions added to the *pro forma* LGIA ensure that SoCal Edison is being prudent in up-front financing the delivery network upgrades while at the same time giving the parties the flexibility to develop their respective projects. According to SoCal Edison, its ability to discontinue funding the delivery network upgrades if Abengoa does not make progress towards commercial operation of the Mojave Solar Project ensures that transmission customers will not incur excessive costs if the delivery network upgrades ultimately prove unnecessary. SoCal Edison argues that the non-conforming provisions of the proposed LGIA are necessary due to the unique circumstances surrounding the interconnection of the Mojave Solar Project.

10. SoCal Edison also states that Abengoa will be responsible for the interconnection facilities payment, the reliability network upgrades payment, and the distribution upgrades payment. According to SoCal Edison, these payments compensate SoCal Edison for the capitalized costs associated with the engineering, design, procurement, construction and installation of the facilities and upgrades, including any non-capitalized costs associated with the facilities.

11. According to SoCal Edison, after the completion of the interconnection facilities and distribution upgrades, Abengoa will pay SoCal Edison a monthly interconnection facilities charge and a monthly distribution upgrades charge to recover the on-going revenue requirements for those facilities.¹⁵

¹³ Article 2.4 of the LGIA.

¹⁴ SoCal Edison also contends that the financing of these upgrades is traditionally the responsibility of the generator.

¹⁵ The interconnection facilities charge is a product of the customer-financed monthly rate and the interconnection facilities cost. The distribution upgrades charge is a product of the customer-financed monthly rate and the distribution upgrades cost of those distribution upgrades subject to ongoing charges. The customer-financed monthly rate is the rate most recently adopted by the California Public Utilities Commission for application to SoCal Edison's retail electric customers for customer-financed added facilities.

12. SoCal Edison notes that after the delivery network upgrades are completed, some of its interconnection facilities and radial lines may be re-classified as network upgrades and become part of the CAISO controlled grid. SoCal Edison will reflect this reclassification by amending the LGIA, subject to Commission approval. SoCal Edison also commits to refund to Abengoa the estimated net book value of those interconnection facilities which are reclassified if the reclassification occurs within fifteen years of the effective date of the LGIA.

13. SoCal Edison requests that the Commission allow the LGIA to become effective on January 30, 2011.

14. Separately, CAISO filed the same LGIA provisions as SoCal Edison to have it accepted as a non-conforming service agreement under the CAISO tariff and to enter it into CAISO's eTariff system consistent with SoCal Edison's filing.¹⁶ CAISO requests that the Commission consolidate the review of its filing with the review of SoCal Edison's filing of the same LGIA. CAISO requests that the LGIA be accepted as a Non-Conforming Service Agreement No. 1750 under its Open Access Transmission Tariff effective January 30, 2011.¹⁷

II. Notices of Filings

15. Notice of SoCal Edison's filing was published in the *Federal Register*,¹⁸ with interventions and protests due on or before December 21, 2010. Timely motions to intervene were filed by the Northern California Power Agency (NCPA) and the Modesto Irrigation District (MID). A timely motion to intervene, request for hearing and protest was filed by M-S-R Public Power Agency and the cities of Redding and Santa Clara, California (collectively, the M-S-R Parties). Timely motions to intervene and to consolidate were filed by the California Municipal Utilities Association (CMUA) and the Sacramento Municipal Utility District (SMUD). A timely motion to intervene and comments were filed by Abengoa. A timely motion to intervene, protest and motion to consolidate were filed by the cities of Anaheim, Azusa, Banning, Colton, Pasadena and Riverside, California (collectively, Six Cities). Finally, The Transmission Agency of Northern California (TANC) filed an out-of-time motion to intervene and answer supporting consolidation on December 23, 2010.

¹⁶ *Id.* at 2.

¹⁷ *Id.*

¹⁸ 75 Fed. Reg. 76721 (2010).

16. Notice of CAISO's filing in Docket No. ER11-2368-000 was published in the *Federal Register*,¹⁹ with interventions and protests due on or before January 4, 2011. A motion to consolidate was filed by SMUD. A motion to intervene and to consolidate was filed by CMUA. TANC filed an out-of-time motion to intervene and answer supporting consolidation on December 23, 2010. Six Cities filed an out-of-time motion to intervene on January 7, 2011.

17. SoCal Edison filed an answer to the protests on January 5, 2011. SoCal Edison and CAISO filed answers in opposition to the motions to consolidate on January 5, 2011.

III. Motions to Consolidate and Answers

18. Both CMUA and SMUD moved to consolidate this docket with several other dockets.²⁰ CMUA contends that the LGIA under consideration in this docket is inextricably linked with the petition for declaratory order submitted by SoCal Edison in Docket No. EL11-10-000, seeking rate guidance from the Commission with respect to several proposed network upgrades.²¹ CMUA also contends that the LGIA shares common facts with other non-conforming LGIAs filed in other dockets.²² CMUA moves for consolidation of all of these dockets to ensure comprehensive and efficient consideration of common issues.

19. CMUA argues that the proceedings involve common questions of law and fact.²³ CMUA also contends that consolidation will promote administrative efficiency and conserve the resources of the agency and affected parties.²⁴ According to CMUA, all the proposed LGIAs involve network upgrades to SoCal Edison transmission facilities, each LGIA relates to facilities proposed for rate incentive treatment by SoCal Edison in Docket No. EL11-10-000, and the relief requested in the SoCal Edison petition for declaratory order is mirrored in the non-conforming LGIAs. Thus, CMUA argues that

¹⁹ 75 Fed. Reg. 80484 (2010).

²⁰ CMUA December 21, 2010 Motion to Intervene and Motion to Consolidate and SMUD December 21, 2010 Motion to Consolidate.

²¹ *Id.*

²² *Id.* at 2. The other dockets are: ER11-2177-000; ER11-2316-000; ER11-2318-000; ER11-2322-000; ER11-2368-000; ER11-2369-000 and ER11-2411-000.

²³ *Id.* at 3.

²⁴ *Id.* at 3-4.

there is a direct link between the Abengoa LGIA and the facts and relief requested in SoCal Edison's petition for declaratory order.²⁵

20. Six Cities argues that in light of the direct relationship between the proposed LGIA and the petition for declaratory order, the Commission should consolidate this proceeding with Docket No. EL11-10-000 to facilitate coordinated and comprehensive evaluation of all relevant facts.²⁶

21. TANC's December 23, 2010 "answer" supports both CMUA and SMUD's motions to consolidate for the reasons stated in those filings.²⁷

22. SoCal Edison and CAISO both object to the motions to consolidate. These entities contend that consolidation would cause unnecessary delay²⁸ and that the individual projects each involve fact specific circumstances and interconnection configurations.²⁹

IV. Responsive Pleadings

23. Abengoa filed comments in support of the proposed LGIA. According to Abengoa, the proposed LGIA represents a negotiated solution to an unusual set of circumstances. Abengoa contends that large concentrating solar energy projects must be sited in remote areas of the desert Southwest and that this region lacks sufficient transmission resources to accommodate these projects.³⁰ Abengoa argues that the *pro forma* LGIA is not suitable for interconnecting large, remotely located generating facilities. Abengoa avers that it cannot finance the delivery network upgrade costs. According to Abengoa, the proposed delivery network upgrades will be constructed at cost and have been subject to extensive planning studies.³¹

²⁵ *Id.* at 4.

²⁶ Six Cities December 21, 2010 Protest and Motion to Consolidate at 4.

²⁷ TANC December 23, 2010 Motion for Leave to Intervene Out-of-Time and Answer Supporting Consolidation at 9.

²⁸ *See, e.g.*, SoCal Edison January 5, 2011 Opposition to Motions to Consolidate at 3 (*citing II United Gas Pipeline Co.*, 34 FERC ¶ 61,282 (1986)).

²⁹ *See, e.g.*, CAISO January 5, 2011 Opposition to Motions to Consolidate at 3 (*citing Cimarron River Pipeline LLC and Northern Natural Gas Co.*, 124 FERC ¶ 61,069 (2010)).

³⁰ Abengoa December 16, 2010 Motion to Intervene and Comments

³¹ *Id.* at 5-6.

24. Abengoa notes that the construction of the delivery network upgrades will allow other renewable energy electric generation facilities to be interconnected. According to Abengoa, a CAISO study shows that at least three other renewable energy projects will have full deliverability constraints relieved by the delivery network upgrades.³²

25. The M-S-R Parties contend that the LGIA raises significant concerns with regard to the imposition of unreasonable costs on transmission customers and cost causation issues regarding SoCal Edison's decision to fund what it deems to be network upgrade costs with an entity whose renewable generation output is already committed to a single entity.³³ M-S-R Parties object to the treatment of what they contend are interconnection facility costs as network upgrades, and SoCal Edison's decision to finance these network upgrades and then charge the costs to transmission customers.³⁴ M-S-R Parties contend that these facilities provide no benefit to transmission customers and inappropriately shift costs and risks to transmission customers by treating a generation interconnection as a network upgrade. M-S-R Parties contend that these costs should be borne by the generator or a customer of the generator. M-S-R avers that the transmission customers should not carry the costs of interconnection nor the risk of the generation not being built. According to M-S-R Parties, if SoCal Edison wants to fund the cost of interconnecting the generation as part of its acquisition of renewable resources, it should do so at the risk of its retail service function.³⁵

26. M-S-R Parties also contend that the costs of the project were not subject to any scrutiny and lower cost options were not considered. M-S-R Parties also are concerned that the costs were not evaluated as part of the CAISO process and therefore challenges whether the facilities should be treated as network upgrades rather than interconnection facilities was not reviewed.³⁶

27. Six Cities contends that action on the proposed LGIA would be premature because there is a direct and inextricable relationship between the proposed LGIA and SoCal Edison's petition for declaratory order.³⁷ Six Cities avers that the Commission should not

³² *Id.*

³³ M-S-R Parties December 21, 2010 Motion to Intervene, Request for Hearing and Protest at 7.

³⁴ *Id.* at 7-8.

³⁵ *Id.* at 9-10.

³⁶ *Id.* at 10.

³⁷ *Id.* at 4.

render a decision on the LGIA until it has acted on the declaratory order petition.³⁸ Six Cities states that the Commission should condition acceptance of the LGIA on the outcome of SoCal Edison's request for abandoned cost recovery.³⁹

V. SoCal Edison's Answer

28. In response to the protests, SoCal Edison argues that the facilities at issue are network upgrades. SoCal Edison notes that CAISO executed the Abengoa LGIA, thereby signaling its agreement that the facilities identified as network upgrades were properly designated. SoCal Edison also asserts that the facilities will be part of the integrated transmission system because energy is expected to flow in both directions, CAISO will be able to use the available capacity for multiple purposes, the facilities will provide transfer capability and reliability benefits to the transmission grid and will be relied upon for coordinated operation of the grid, and an outage on the facilities would affect the transmission system as a whole. Additionally, SoCal Edison notes that the M-S-R Parties failed to provide any analysis explaining why those facilities should not be considered network upgrades.⁴⁰

29. SoCal Edison also argues that, regardless of who provides up-front financing for network facilities, any network upgrade is ultimately included in transmission rates. SoCal Edison further contends that the M-S-R protest incorrectly implies that SoCal Edison is the entity that determines whether a transmission upgrade should be treated as a network upgrade or a generator interconnection facility. However, SoCal Edison states, it is CAISO that makes that determination through its interconnection planning process.⁴¹

30. SoCal Edison also asserts that the M-S-R protest incorrectly states that the reason SoCal Edison can provide benefits to the generator at the expense of its transmission customers is that SoCal Edison will earn a return on equity on the network upgrades as a result of its choice to provide up-front financing. SoCal Edison argues that the network upgrades are part of its transmission system, so it earns a return on equity regardless of who finances those facilities. Moreover, SoCal Edison argues that once a generator goes into commercial service, all transmission ratepayers pay for the costs of the network upgrades, regardless of who finances them.⁴²

³⁸ *Id.*

³⁹ *Id.*

⁴⁰ SoCal Edison January 5, 2011 Response to Protest at 3-4.

⁴¹ *Id.* at 4.

⁴² *Id.* at 5-6.

VI. Discussion

A. Procedural Matters

31. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure,⁴³ the timely, unopposed motions to intervene serve to make the entities that filed them parties to this proceeding. Pursuant to Rule 214(d) of the Commission's Rules of Practice and Procedure, the Commission will grant TANC's late-filed motion to intervene and answer to the motions to consolidate and Six Cities' late-filed motion to intervene given their interest in the proceeding, the early stage of the proceeding, and the absence of undue prejudice or delay.⁴⁴

32. Rule 213(a)(2) of the Commission's Rules of Practice and Procedure prohibits an answer to a protest unless otherwise ordered by the decisional authority.⁴⁵ We will accept SoCal Edison's answer because it provided information that assisted us in our decision-making process.

B. Commission Determination

33. As discussed below, we will conditionally accept the LGIA with Abengoa, subject to the outcome of the proceeding in Docket No. EL11-10-000. SoCal Edison's request for incentives and abandoned plant approval for the delivery network upgrades are the subject of requested incentives for CWIP and abandoned plant approval in that docket. According to SoCal Edison, it will up-front finance the delivery network upgrades if Abengoa achieves certain development milestones set forth in Appendix A to the LGIA and if SoCal Edison receives abandoned plant approval.

34. With respect to the protesters' argument that the facilities in question may be inappropriately classified as network upgrades, we note that the determination of network upgrades is an aspect of CAISO's generator interconnection procedures, the M-S-R Parties have failed to provide any evidence that the facilities should not be classified as network upgrades, and our review of the Abengoa LGIA indicates that the facilities in question are network upgrades. Specifically, we concur with SoCal Edison that the facilities identified as network upgrades will be part of the integrated transmission system as follows: energy is expected to flow in both directions; CAISO will be able to use the available capacity for multiple purposes; the facilities will provide transfer capability and reliability benefits to the transmission grid and will be relied upon for coordinated

⁴³18 C.F.R. § 385.214 (2010).

⁴⁴ *Id.* § 385.214(d).

⁴⁵ *Id.* § 385.213(a)(2).

operation of the grid; and an outage on the facilities would affect the transmission system as a whole. We further note that the facilities in question are all being constructed at or beyond the point of interconnection, making them by definition Network Upgrades.⁴⁶

35. Moreover, as we have previously explained, both Order No. 2003 and CAISO's *pro forma* LGIA⁴⁷ contemplate that Transmission Owners may choose to up-front fund network upgrades associated with an interconnection customer's project.⁴⁸ Additionally, there are no specified standards which must be applied in deciding whether to up-front fund network upgrades.⁴⁹ Finally, nothing in Order No. 2003 or CAISO's *pro forma* LGIA prohibits SoCal Edison from providing up-front financing for network upgrades, an arrangement with which all parties to the Abengoa LGIA agreed. In the absence of evidence to the contrary, we find just and reasonable SoCal Edison's decision to provide up-front financing of network upgrades in the Abengoa LGIA.

36. Finally, we conclude that our acceptance of the Abengoa LGIA, subject to the outcome of Docket No. EL11-10-000 is consistent with similar orders in which we conditionally accepted interconnection agreements among SoCal Edison, CAISO, and

⁴⁶ Under Appendix A of the CAISO OATT, network upgrades are defined as the additions, modifications, and upgrades to the CAISO Controlled Grid required at or beyond the Point of Interconnection to accommodate the interconnection of the Generating Facility to the CAISO Controlled Grid. Network Upgrades shall consist of Delivery Network Upgrades and Reliability Network Upgrades. Network Upgrades do not include Distribution Upgrades. *See, e.g.*, Conformed Fifth Replacement CAISO Tariff, Appendix A, at P 64.

⁴⁷ *See* Conformed Fifth Replacement CAISO Tariff, Appendix U, § 3.4.1 ("Unless the Participating TO elects to fund the capital for Reliability and Delivery Network Upgrades, they shall be solely funded by the Interconnection Customer"); *see also* Conformed Fifth Replacement CAISO Tariff, Appendix V, § 11.3.

⁴⁸ *Southern Cal. Edison Co.*, 133 FERC ¶ 61,019, at P 34 (2010).

⁴⁹ *See, e.g.*, Order No. 2003, FERC Stats. & Regs. ¶ 31,146 at P 696 ("[T]he Commission continues in this Final Rule its current policy, as modified below, of requiring a Transmission Provider that is not an independent entity to provide transmission credits for the cost of Network Upgrades needed for a Generating Facility interconnection."). Although an independent entity, CAISO chose to conform to the policy applicable to non-independent entities. CAISO's large generator interconnection procedures set forth the mechanism under which transmission owners pay for network upgrades. *See* Conformed Fifth Replacement CAISO Tariff, Appendix U, § 3.4.

interconnection customers, pursuant to which SoCal Edison agreed to provide up-front financing of network upgrades subject to it receiving abandoned plant recovery.⁵⁰

37. Consistent with the discussion in the prior section, we conditionally accept CAISO's version of the Abengoa LGIA, which it filed to comply with the Commission's eTariff requirements but is identical to SoCal Edison's filing in all material respects. We note that CAISO's filing in Docket No. ER11-2368 is unprotested.

38. We deny the Motions to Consolidate, as well as Six Cities' motion.⁵¹ While we agree that there may be common issues of fact and law in the various proceedings for which movants seek consolidation, we conclude that administrative efficiency would not be served by consolidation. The various proceedings which are sought to be consolidated were submitted at differing times and are subject to review and decision based upon the Commission's conduct of our business. As a result, we are concerned that consolidation could unreasonably truncate and complicate the Commission's review of the interconnection agreements in other proceedings, as well as SoCal Edison's petition for declaratory order in Docket No. EL11-10-000. In addition, we find that the approach taken here, where we have conditionally accepted the Abengoa LGIA subject to the outcome of Docket No. EL11-10-000, is reasonable. As discussed above, this approach is consistent with the approach we have taken in similar proceedings.⁵² It is also consistent with Six Cities' request in its pleading that we conditionally accept the Abengoa LGIA on the outcome of Docket No. EL11-10-000.⁵³ Finally, we note that Commission precedent establishes that the Commission retains control over the scope of its proceedings.⁵⁴ For these reasons, we deny the Motions to Consolidate

39. We will grant CAISO's requested waiver of the 60-day notice requirement for good cause shown and conditionally accept the LGIA subject to the Commission's decision regarding SoCal Edison's request for abandoned plant approval under Docket

⁵⁰ See *Southern Cal. Edison Co.*, 132 FERC ¶ 61,150, at P 30 (2010); *Southern Cal. Edison Co.*, 133 FERC ¶ 61,200 (2010); See *Southern California Edison Company*, 134 FERC ¶ 61,032 (2011).

⁵¹ Previously, we denied motions to consolidate these same proceedings in the order addressing the Granite Wind LGIA. See *Southern California Edison Company*, 134 FERC ¶ 61,032, at P 43 (2011).

⁵² See, e.g., *Southern Cal. Edison Co.*, 133 FERC ¶ 61,019 at P 31.

⁵³ See Six Cities' Protest and Motion to Consolidate at 4.

⁵⁴ See, e.g., *State of Cal. ex rel. Lockyer v. British Columbia Power Exchange Corp., et al.*, 125 FERC ¶ 61,016, at P 32 (2008).

No. EL11-10-000, effective January 30, 2011.⁵⁵ We agree with CAISO that good cause exists because granting waiver will enable SoCal Edison to commence engineering, design, and procurement of the facilities necessary to connect the project to the CAISO-controlled grid by Abengoa's requested in-service date and no harm will result from granting the waiver in light of the fact that by virtue of SoCal Edison's filing of the same LGIA on November 30, 2010, interested parties will have had the full 60 day review period prior to the LGIA becoming effective. We note that no party protested the CAISO filing.

The Commission orders:

(A) SoCal Edison and CAISO's LGIA is conditionally accepted subject to the Commission decision in Docket No. EL11-10-000, effective January 30, 2011, as discussed in the body of this order.

(B) The motions to consolidate are denied, as discussed in the body of this order.

By the Commission.

(S E A L)

Kimberly D. Bose,
Secretary.

⁵⁵ See *Central Hudson Gas & Electric Corp.*, 60 FERC ¶ 61,106 at 61,338-39, *order on reh'g*, 61 FERC ¶ 61,089 (1992); see also *Prior Notice and Filing Requirements under Part II of the Federal Power Act*, 64 FERC ¶ 61,139, at 61,984, *order on reh'g*, 65 FERC ¶ 61,081 (1993) (waiver of prior notice will be granted if service agreements are filed within 30 days after service commences).

Document Content(s)

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